

Decision \_\_\_\_\_

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

Stephen L. and Marie K. Peck,

Complainants,

vs.

Southern California Gas Company (U 904 G),

Defendant.

(ECP)

Case 01-12-031

(Filed December 19, 2001)

**ORDER GRANTING RELIEF, IN PART**

Stephen L. and Marie K. Peck (complainants) assert that they were overcharged for gas because their consumption was miscalculated. They seek a refund of the amount on deposit of \$697.28. Southern California Gas Company (SoCalGas) denies that complainants were overcharged. Public hearing was held May 6, 2002.

Marie Peck testified that SoCalGas estimated her bill for the months of December 1999, January 2000, and February 2000. In March SoCalGas read the actual meter, and rebilled her for the previous estimations at a much higher rate. The company is demanding \$697.28 on top of the original monthly payments already made for each month. SoCalGas said her gas usage was closer to 300 therms per month, rather than the normal range of 60 to 70. She said it is practically impossible to use that much gas, as there was no change of behavior

in the house that would result in an increase in usage, nor was there any kind of water leak, nor was the pool heater used. She requested a high bill investigation.

Marie K. Peck said a SoCalGas technician found a gas leak, which, he said, did not cause the high bills because it was located on the company side of the meter. She does not agree with the technician because gas usage returned to normal readings as soon as the technician left. She said her gas bills for the last 14 years do not show usage anywhere near that which was billed in the months in question. In regard to SoCalGas' claim that her meter was inaccessible and could not be read, she testified that her meter was neither blocked nor inaccessible during the months in questions; there was nothing to obstruct the meter reader's view.

SoCalGas' witness testified that complainants' bills have been estimated off and on since March 1998 because of inaccessibility of their meter. In December 1999, January 2000, and February 2000, the meter was blocked and inaccessible, obstructing the meter reader's view. On March 6, 2000, the meter was read, resulting in a rebilling for December 1999, and January and February 2000 for an additional \$480.64. The March 6, 2000 billing was for \$216.64, for a total amount of \$697.28. A service request was received on March 29, 2000 to investigate a gas leak at the gas meter. The field representative found a leak at the service cock, on the utility side of the meter, and tightened the loose connection. This type of leak does not register through the meter and has no effect on a customer's bill.

A high-bill investigation was completed on April 11, 2000. Complainants' gas system was tested for leakage, and no leaks were found at the meter, its connections, or the customer's facilities. A SoCalGas technician inspected

complainants' residence and found that with all the gas appliances in this household, it is capable of using 5.57 therms per hour.

On July 10, 2000, the gas meter supplying service to the complainants' residence was changed in order to perform an accuracy test. The meter was tested and found to be recording within the prescribed limits set by the Commission: the meter must register within 2% of being fast or slow. The meter that served complainants' home was registering 0.1% fast.

On April 13, 2001, the complainants' impounded \$697.28 was disbursed to SoCalGas.

It is clear that the amount of gas billed went through, and was recorded accurately, on complainants' meter. What is in dispute and not clear is whether the meter was obstructed from the view of the meter reader in December, January, and February causing an estimated bill. We believe that if the meter had been actually read in December and January, complainants would have noticed the increase and taken steps to reduce usage, as they immediately did upon receipt of the high bill. Marie Peck testified that the meter was unobstructed; the gas company's records show a notation that the meter was obstructed. To resolve this conflict an adjustment on complainants' gas bill is warranted in the amount of \$220.

**O R D E R**

**IT IS ORDERED** that:

1. Southern California Gas Company shall credit the gas bill of Stephen L. and Marie K. Peck \$220.00.

2. This proceeding is closed.

This order is effective today.

Dated \_\_\_\_\_, at San Francisco, California.